



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
03/14/2022 9:11AM  
387580- MO

*Zelda Kitchin #82951*

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
FOR  
REDISTRICTING COUNCIL DISTRICTS**

**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Redistricting Council Districts with **South Central Planning and Development Commission (SCPDC)**, at the February 22, 2022 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Redistricting Council Districts.

This Agreement is made and entered into on this 22nd day of February, 2022 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **South Central Planning and Development Commission, 5058 W Main St, Houma, LA 70360** (hereinafter referred to as "**SCPDC**") represented by Kevin P. Belanger, do hereby enter into this "**Agreement**" under the following terms and conditions.

### **SCOPE OF SERVICES**

The services to be performed by **SCPDC** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### **TERM OF AGREEMENT**

The Agreement shall be effective the date of execution and shall automatically terminate upon satisfactory completion of all Services and obligations described herein, unless extended by Amendment.

### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

In the event **SCPDC** is no longer providing a Service set out in **Exhibit A: Statement of Work**, **SCPDC** will provide reasonable notice to **PARISH** that the Service is being discontinued and shall seek consent from the **PARISH** to amend **Exhibit A: Statement of Work**, which consent shall not be unreasonably withheld.

#### **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **SCPDC** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments must be approved by the **Chief Financial Officer**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

#### **INSURANCE**

**SCPDC** shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

#### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

#### **TAXES**

**SCPDC** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **SCPDC's** obligation. **SCPDC** is required to provide a completed W-9 form prior to commencement of work.

#### **TERMINATION FOR CAUSE**

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **SCPDC** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **SCPDC** written notice specifying the **SCPDC's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **SCPDC** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **SCPDC** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **SCPDC** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **SCPDC**, and **PARISH** may withhold any payments to the **SCPDC** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **SCPDC** is determined.



#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **SCPDC** of its intent to terminate this **Agreement**. The **SCPDC** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

**SCPDC** may terminate this **Agreement** at any time by giving one-hundred twenty (120) days written notice to the **PARISH** of its intent to terminate this **Agreement**.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **SCPDC** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **SCPDC** to **PARISH**, at **SCPDC**'s expense, at termination or expiration of this **Agreement**. Notwithstanding the foregoing, Capital One may retain copies of such records, reports, documents, and other materials delivered to **SCPDC** by **PARISH** as required by applicable laws and regulations.

#### **NON-ASSIGNABILITY**

**SCPDC** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **SCPDC** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **SCPDC** which relate to this **Agreement**.

#### **TERMS**

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all Services and obligations described herein, unless extended by Amendment.

#### **INDEMNITY**

To the fullest extent permitted by law, **SCPDC** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **SCPDC**.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **SCPDC** is entering into this **Agreement** in the capacity of an independent.

While in the performance of Services or carrying out other obligations under this **Agreement**, **SCPDC** shall be acting in the capacity of independents and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **SCPDC** or corporation for any obligations of **SCPDC** arising from the performance of their Services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of **SCPDC**, shall not be assigned or subcontracted in whole or in part by **SCPDC** as to the Services to be performed hereunder without the written consent of the **PARISH**.

Notwithstanding the foregoing, nothing herein shall prohibit **SCPDC** from arranging for Services to be performed or provided by a third-party service provider, vendor, or processor ("Service Provider"). **SCPDC's** use of a Service Provider shall not relieve Bank of its obligations under this **Agreement**, and Bank shall be responsible for all aspects of the Services performed by its Service Providers.

#### **SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **VENUE**

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **SCPDC** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

#### **NOTICES**

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

<b>If to Parish:</b>	<b>If to SCPDC:</b>
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	South Central Planning and Development Commission Attn: Kevin P. Belanger 5058 W Main St. Houma, LA 70360



**DISCRIMINATION CLAUSE**

The **SCPDC** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **SCPDC** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**SIGNATURES ON FOLLOWING PAGE**

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

Deanna Schexnayder  
SIGNATURE

Deanna Schexnayder  
PRINT NAME

WITNESS:

Emmet Bergeron  
SIGNATURE

Emmet Bergeron  
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

Jaclyn Hotard  
By: Jaclyn Hotard  
Parish President

SCPDC:

South Central Planning and Development Commission

Kevin P. Belanger  
By: Kevin P. Belanger  
Chief Executive Officer

**Exhibit A**  
**Statement of Work**

SCPDC will prepare, coordinate the enactment, and assist in the implementation of the Redistricting Council Districts through the following Tasks.

1. **Project Monitoring & Assistance:** Consult with the St. John the Baptist Parish Administration to establish a process of communications and to share any known issues that may affect the development of the plan from the State and Federal partners and to join in all public participation efforts required throughout the process, which include public hearings. This task will begin upon signing and will last the duration of the project.
2. **Development of Display Mapping:** Develop composite maps overlays, which will display:
  - a. Existing 2011 Parish Voting District boundaries; and
  - b. The existing Parish Precinct boundaries.
  - c. Projected and actual Changes in population.
  - d. Parish precinct boundaries, as previously established, must be used to prepare the 2021 Voting District Boundaries. Additionally, the overlay and supporting data will form the basis for rearranging existing election district boundaries to create the new equally represented election districts.
3. **Census Data Evaluation:** Review and evaluate U.S. Census Parish Precinct Population Counts.
4. **Development of Plans:** Develop at least 3 alternative redistricting plans (maps).
  - a. Determine the "ideal" population for each district; (42,837) persons divided by 7 election districts equals 6,120  $[42,837/7 = 6,120]$  persons per election district). If each district contains 6,120 persons + - 5%, every citizen will be equally represented.
  - b. Determine the 2020 population of each existing election district based on existing precinct boundaries. Information used to perform this activity includes:
    - c. 2011 Parish Redistricting Plan
    - d. 2020 U.S. Census Parish Precinct Population Counts.
    - e. 2020 U.S. Census Parish Precinct Visible Boundary Maps.
  - f. The 2020 population of each existing election district is determined by totaling the population counts for each Census block within the election district.



- g. Analyze the distribution of the 2020 population in the existing 2011 election boundaries.
  - h. Determine the extent of redistricting that must occur and present same to the Council.
  - i. Redistrict those areas determined necessary. In this process, election district boundaries will be shifted, as little as possible, until the appropriate adjustments in population occurs. When these shifts occur, all efforts are made to provide for equal representation; to eliminate gerrymandering and favoritism to one political party or group; and, to guard against discrimination against racial minorities. Neighborhoods and small communities are also recognized when shifting boundary lines.
  - j. Continue process until all election districts are as equally apportioned as possible.
5. **Presentation of Draft Plans:** Present draft Redistricting Plan to the Council for review and comments. The Council will select a plan or call for further refinement.
  6. **Refinement of Plan:** Refine plan using the processes explained above.
  7. **Presentation of Recommended Plan:** SCPDC will present refined Redistricting Plan to the Council for review and approval at a scheduled Public Hearing.
  8. **Preparation of Legal Descriptions Documents:** Once Plan is approved by the Council SCPDC will prepare final legal descriptions of approved Council Voting District Boundaries.
  9. **Presentation of Legal Descriptions:** Prepare final copy of approved redistricting plan legal descriptions and deliver for subsequent approval.
  10. **Public Participation:** Assist in all public participation efforts required throughout the process.
  11. **Development and packaging of plan documentation:** Prepare a summary narrative, which will contain the following:
    - a. Summary of the redistricting process as it occurred;
    - b. Summary of the changes in the voting districts for 2021 as compared to the 2011 Plan with specific explanations as to the basis for the changes;
    - c. Explanation of any prior litigation concerning the 2011 plan, if applicable;
    - d. Demographic information of the Parish including the total and voting age population of each affected area both before and after the change; the number of registered voters by precinct both before and after the change; and estimates of total population by race.



- e. Overview of public participation efforts which include copies of newspaper articles, public notices, public hearing proceedings, comments received concerning the changes, and minority group contacts.
  - f. Preparation of presentation quality maps containing the following information:
    - Prior and new boundaries of the voting units;
    - Prior and new boundaries of voting precincts;
    - Location of racial and language minority groups;
    - Natural boundaries or geographical features that influenced the selection of boundaries;
    - Location of prior and new polling places, and;
    - Location of prior and new voter registration sites.
12. **Project Submission:** Submit official document to the SOS's Office and the State Legislature, and provide copy to U.S. Department of Justice Voting Rights Section. Provide technical assistance and additional information as requested by State and Federal partners
13. **Technical Assistance:** Provide technical assistance and additional information as requested to the Secretary of State's election office and the State Legislature.
14. **Provide Approval Letter:** Monitor and submit approval letter received from the SOS's Office and submit same to Council, Registrar, and Clerk of Courts Office.
15. **Provide Documentation:** SCPDC shall produce to the Parish Council all maps, document, drafts, baselines and/or computer models, demographics, and any other information utilized to produce the final plan.

### PROJECT SCHEDULE

The calendar below provides insight into critical dates to accomplish the various tasks required to successfully effect reapportionment.

January/February 2022	The Council enters into an agreement with SCPDC to provide professional services.
March 30, 2022	Governing Authority requirement to examine redistricting. SCPDC will prepare a cursory report as to the need for redistricting and will submit to the Governing Authority the findings. <b>(R.S. 33:1411).</b>
March - May, 2022	Kick-Off Meeting   Presentation to Council and Address any initial concerns
June - July, 2022	Introduction of draft alternative alignments
August - October, 2022	Refinement or Selection of Plan; Public Comment Period
November 2022	Plan Adoption
December 2022	Submittal to Secretary of State's Office and U.S. Department of Justice
August 8, 2023	Qualifications for Fall elections



**Exhibit B**  
**PRICE SCHEDULE**

**SCPDC** will be compensated upon the the successful completion of tasks that are delineated within the Statement of Work.

Total cost shall not exceed (\$25,000) Twenty-Five Thousand Dollars.

**PAYMENTS**

The **SCPDC** shall submit detailed, invoice for services provided to the **DIRECTOR** upon the the successful completion of tasks that are delineated within the Statement of Work. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR'S** approval.

**FUNDS**

Compensation for the requested services will be based on project fund source requirements.

**EXHIBIT C**  
**Insurance Requirements**

**SCPDC** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **SCPDC** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **SCPDC** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. Owner's and **SCPDC's** Protective Liability (if **SCPDC** is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.



- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **SCPDC**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **SCPDC** shall maintain insurance in full force and effect during the entire period of performance under **Agreement**. Failure to do so shall be cause for termination of this **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER, KEVIN P. BELANGER, TO SIGN ANY AND ALL DOCUMENTS, INCLUDING BANK DRAFTS, AND TO ENTER INTO CONTRACTS AND AGREEMENTS ON BEHALF OF SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION**

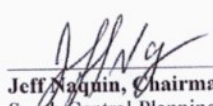
WHEREAS, the actions taken by Mr. Kevin P. Belanger, in his capacity as Chief Executive Officer and representative of South Central Planning and Development Commission, require the authorization of the Board of Commissioners to sign any and all documents, including bank drafts, which in his discretion are in the best interest of said Commission;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for South Central Planning and Development Commission that, authorization is hereby granted to Mr. Kevin P. Belanger, in his capacity as the Chief Executive Officer of South Central Planning and Development Commission, to sign any and all documents, including bank drafts and to enter into contracts and agreements which, in his discretion are in the best interest of the operations of the Commission.

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I, Jeff Naquin, Chairman of South Central Planning and Development Commission, do hereby certify the above to be a true and correct copy of the resolution adopted at the June 24<sup>th</sup>, 2021 Commission meeting by a vote of the Board of Commissioners and that same is in full force and effect and has not been revoked or rescinded in any manner.

WITNESS my signature as Chairman of South Central Planning and Development Commission on this 24<sup>th</sup> day of June 2021

  
\_\_\_\_\_  
**Jeff Naquin, Chairman**

South Central Planning and Development Commission



**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R22-30**

Councilman Madere proposed and Councilman Becnel seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT WITH SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION FOR REDISTRICTING COUNCIL DISTRICTS**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, every ten (10) years the United States Census is conducted for the purpose of determining the population to provide equal representation among elected districts throughout our Federal, State, and Local Governments; and,

**WHEREAS**, the 2020 Census of St. John the Baptist Parish has determined that due to the change in population over the past ten (10) years, a new Redistricting Plan for Council Districts is necessary before the next Qualification Period; and,

**WHEREAS**, South Central Planning and Development Commission successfully completed the previous Redistricting Plan and will provide services which include preparing, coordinating the enactment and assist in the implementation of the current Redistricting Plan; and,

**WHEREAS**, the cost of the Professional Services Agreement is not to exceed \$25,000 and will be funded through the General Fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard, is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute a Professional Services Agreement between St. John the Baptist Parish and South Central Planning and Development Commission.

This resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Wright, Duhe-Griffin, Arcuri, Schnyder, Malik

NAYS: None

ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 22<sup>nd</sup> day of February 2022.

  
\_\_\_\_\_  
Council Chairman

Jackie Landeche  
Secretary

Approved: X

Veto:

Jackie Landeche  
Parish President

\* \* \* \* \*

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 22<sup>nd</sup> day of February 2022.

Signed at Laplace, Louisiana this 22<sup>nd</sup> day of February 2022.

Jackie Landeche  
Jackie Landeche  
Secretary

(S E A L)